

# Exhibit 3

**AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made this 11<sup>th</sup> day of August, 2006, by and between Hagens Berman Sobol Shapiro LLP, Spector Roseman & Kodroff, PC, Hoffman & Edelson, LLC, The Wexler Firm, and Kline & Spector, P.C. (hereinafter, collectively referred to as "AWP Class Counsel") and Lowey Dannenberg Bemporad & Selinger, P.C., Rawlings and Associates, and Robins Kaplan Miller & Ciresi, L.L.P. (hereinafter referred to as "ISHP Counsel").

**WITNESSETH:**

**WHEREAS**, AWP Class Counsel have been appointed by the United States District Court for the District of Massachusetts as co-lead counsel to certain classes of consumers and third party payers to pursue claims of overcharges against certain pharmaceutical manufacturers based on alleged unlawful inflation of published "Average Wholesale Prices" and these claims have been coordinated for pretrial purposes as *In re Pharmaceutical Industry Average Wholesale Price Litigation*, MDL No. 1456 (hereinafter collectively, "the AWP Cases"); and

**WHEREAS**, ISHP Counsel represent members of the third party payer class identified in Exhibit H to the Settlement Agreement and Release of the GlaxoSmithKline Defendants which provide health benefits for a majority of the covered lives in the United States and which account for a substantial portion of the total purchases in the United States of the prescription drugs at issue in the AWP Cases ("ISHPs") in connection with their interests in this litigation and have specialized experience representing third party payers in pharmacy overcharge litigation; and

**WHEREAS**, ISHP Counsel represent the ISHPs in connection with the settlement of their claims in the AWP Cases, either as opt-outs from class settlements pursuant to agreements among the classes represented by AWP Class Counsel, one or more defendants in the AWP Cases and ISHPs; or as class members;

**WHEREAS**, AWP Class Counsel have consulted with ISHP Counsel on various issues of concern with respect to the AWP Cases and ISHP Counsel have provided, and expect to continue to provide, advice and services in connection therewith; and

**NOW THEREFORE** the parties agree:

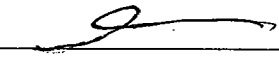
- 1 That ISHP Counsel shall be compensated by AWP Class Counsel in the amount of 15% of all fees awarded by the Court to AWP Class Counsel in the AWP Cases. The obligation of AWP Class Counsel to make such payments shall be joint and several.
2. That AWP Class Counsel shall pay such amounts to ISHP Counsel within five (5) business days of their receipt of any such awarded fees.

3. If any term, clause or provision of this Agreement shall be invalid, the validity of any other term, clause or provision shall not be affected; and such invalid term, clause or provision shall be replaced, if possible, by a valid term that reflects the intent of the parties, or if such is not possible, shall be deemed deleted from the Agreement.
4. ISHP Counsel shall be solely responsible for compensating any other counsel who claim to represent ISHPs.
5. Any dispute arising hereunder shall be submitted for binding arbitration to Eric Green, acting as sole arbitrator.

IN WITNESS WHEREOF, this Agreement has been executed by the above-referenced parties.

***AWP CLASS COUNSEL:***

HAGENS, BERMAN, SOBOL & SHAPIRO, LLP

BY:  \_\_\_\_\_

SPECTOR ROSEMAN & KODROFF, PC

BY: \_\_\_\_\_

HOFFMAN & EDELSON, LLC

BY: \_\_\_\_\_

THE WEXLER FIRM

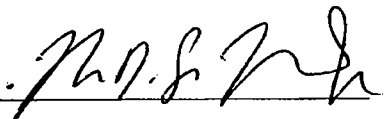
BY: \_\_\_\_\_

KLINE & SPECTOR, PC

BY: \_\_\_\_\_

***ISHP COUNSEL:***

LOWEY DANNENBERG BEMPORAD & SELINGER, PC

BY: 

RAWLINGS & ASSOCIATES

BY: \_\_\_\_\_

ROBINS, KAPLAN, MILLER & CIRESI, L.L.P.

BY: \_\_\_\_\_